

CONTRACT PERIOD THROUGH APRIL ~~34~~ 30, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PURCHASE & DELIVERY OF BULK FUELS (GASOLINE & DIESEL)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **April 5, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

~~SE/ag~~ **WP/mm**
Attach

Copy to: Clerk of the Board
Gidget Beltran, Equipment Services
Monica Mendoza, Materials Management

PURCHASE & DELIVERY OF BULK FUEL (GASOLINE & DIESEL)

1.0 INTENT:

The intent of this Invitation for Bids (IFB) is to establish a three- (3) year full service contract for the purchase and delivery of bulk gasoline and diesel fuel from the tank farms located on 51st Avenue & Van Buren, Phoenix, Arizona (Phoenix Rack), to Maricopa County storage tanks. At this time the County handles above ground tank deliveries using County equipment and employees. The County maintains both under ground and above ground storage tanks in various locations. As situations change the County may require the Contractor's support in delivering fuel to the above ground tanks. **Bidders shall be capable of delivery and pumping into both types of tanks.** All products lifted will be for the exclusive use of Maricopa County. It is the intent of the County to make an award to one bidder, but the County reserves the right to award in whole, or by section where it is in the best interests to the County. All charges to the County shall be in accordance with the terms of the resultant pricing agreement.

A review of past activity indicates Maricopa County Equipment Services would typically expend approximately \$1,725,000.00 on the purchase of gasoline and diesel combined and approximately \$25,000.00 on delivery of motor fuel on an annually basis. **No activity for purchase or delivery shall commence without a valid Maricopa County purchase order.**

BIDDERS SHOULD UNDERSTAND THAT PRICING OFFERED FOR THIS IFB SHALL BE BASED UPON OPI LOW PHOENIX RACK PRICES. ALL PRICING SHALL INCLUDE DELIVERY TO THE SPECIFIC DELIVERY LOCATION AND SHALL REFLECT AND INCLUDE THOSE COSTS FOR DELIVERY BY THE BIDDERS OFFER OF PLUS (+) OR MINUS (-) TO FOUR (4) DECIMAL POINTS

2.0 TECHNICAL SPECIFICATIONS AND REQUIREMENTS:

2.1 PURCHASE OF MOTOR FUELS

- 2.1.1 All unleaded gasoline shall conform to the American Society for Testing and Materials (ASTM) D439 standard specifications for the State of Arizona and any ASTM revision thereafter. All unleaded gasoline shall be compliant with Arizona State requirements for unleaded gasoline with Methyl Tert-Butyl Ether (MTBE), and products shall be refinery blended. The Arizona State Legislature requires Maricopa County to use gasoline with Reid Vapor Pressure (RVP) of 7.0.
- 2.1.2 All gasoline fuel shall have a minimum octane (RON and MON/2) of 87.
- 2.1.3 All diesel fuel shall conform to ASTM D975 standard specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revision thereafter.
- 2.1.4 All gasoline and diesel fuel shall have a maximum shelf life of one- (1) year.
- 2.1.5 All gasoline and diesel fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.
- 2.1.6 All oxygenated or blended fuels shall conform to the ASTM D4814 standard specifications for the State of Arizona and meet any E.P.A. waivers for oxygenated or blended fuels.
- 2.1.7 Estimated usage quantities per month: Unleaded gasoline (includes MTBE during season) 90,000 gallons; No. 2 Diesel 78,500 gallons.

2.2 DELIVERY OF MOTOR FUELS

- 2.2.1 The Contractor's truck-trailer shall allow lots of approximately 8,600 gallons of gasoline and 7,450 gallons of diesel to be delivered to the County's designated storage sites on an as needed basis.
- 2.2.2 Equipment Services Department shall advise the Contractor of the quantities, site locations, and the type of petroleum product required for delivery.
- 2.2.3 **The Contractor may be required to top off tanks, during federal testing.**

- 2.2.4 The Contractor shall be regularly engaged in the business of providing delivery service of like petroleum products.
- 2.2.5 The Contractor shall employ qualified personnel and proper equipment to assure satisfactory completion of the terms and conditions of this IFB.
- 2.2.6 The Contractor shall “stick” the tanks prior to and after delivery and record the inches on the delivery receipt. This is an opportunity for the delivery driver to verify both the fuel type and quantity in the tank to be filled.
- 2.2.7 The Contractor shall be responsible for the complete cost and any damages resulting in the removal of “mixed fuel”.
- 2.2.8 The Contractor shall be responsible for clean-up of all spillage during the delivery and/or pumping process and shall take immediate action to properly contain and “clean-up” the spillage in accordance with applicable law regulations, etc. The Contractor shall also advise the Maricopa County Fuel Coordinator, Mario Galaz, (602 506-4481).
- 2.2.9 County storage fuel tanks are clearly marked appropriately either “gasoline” and “diesel”.
- 2.2.10 **The County reserves the right to utilize County fuel truck(s) for the delivery of maximum fuel capacity (3000 gal. capacity-2000 gal. diesel, 1000 gal. unleaded) to County facilities as needed.**
- 2.2.11 The Contractor shall be issued keys to enter County fuel stations in the event deliveries are required to be made to unattended sites. All keys shall be returned at the end of the contract period or at contract termination. The County reserves the right to retain the performance bond until all keys issued have been returned.
- 2.2.12 The Contractor shall identify the control mechanisms in place to prevent and monitor contamination levels in the transport/delivery of fuel. **See attachment “A” pricing pages.**
- 2.2.13 The Contractor and all drivers utilizing “Phoenix Rack” shall comply with all applicable safety rules and regulations.
- 2.2.14 Any prospective bidder desiring to view delivery locations, shall make arrangements with the Fuel Coordinator, Mario Galaz at 602-506-4481.
- 2.3 UNDERGROUND STORAGE TANK AND ABOVE GROUND SITES:
 - 2.3.1 Durango-3325 West Durango Street, Phoenix
 - 2.3.2 Downtown-120 South 4th Ave, Phoenix
 - 2.3.3 Mesa-155 East Courty, Mesa
 - 2.3.4 Surprise-16821 North Dysart Rd.
 - 2.3.5 Chandler-100 East Germann Rd.
 - 2.3.6 Paradise Valley-17402 North 40th St.
 - 2.3.7 Buckeye-26449 West MC Road 85
 - 2.3.8 Lakes-Estrella, Gila Bend, Pleasant, Bartlett
- 2.4 DELIVERY:

Delivery shall be made within 24 hours from time of order notification.
- 2.5 PRICING:
 - 2.5.1 Bidders shall deliver from the “Phoenix Rack” only, and delivery charges shall be assumed to be from this same location. The resultant contractor will not be permitted to make a change of racks during the contract period, without prior approval from Maricopa County Equipment Services
 - 2.5.2 All prices offered shall include all costs incurred in the delivery to designated County storage tank locations.
 - 2.5.3 All prices offered shall be cents to four decimal places as a per gallon price.
 - 2.5.4 All prices for fuel shall be based on the Oil Price Information Survey (O.P.I.S.).
 - 2.5.5 Bidder shall indicate if price offered (fuel) is above or below low rack (+ or -).

- 2.5.6 All prices charged to the County shall increase and decrease in direct relation with the **published O.P.I.S. Low rack pricing** on a weekly basis for Phoenix.
- 2.5.7 Pricing for any given week (Sunday through Saturday) shall be based on the preceding Thursday's weekly report.
- 2.5.8 The prices bid on the price sheets shall be for delivery only and shall not include the cost for fuel or tax.
- 2.5.9 If the O.P.I.S is not available for any reason, the pricing for the previous week shall prevail.

2.6 TAXES:

Prices offered shall not include applicable state and local taxes. The County will pay all applicable taxes. Taxes shall be clearly listed as a separate item on all invoices.

2.7 INVOICING:

The original invoice shall be submitted for each delivery. A certified invoice shall be included with all unleaded fuel purchases, to comply with Arizona Department of Transportation requirements concerning off-road vehicle fuel tax credits. All invoices shall be submitted on a daily basis to:

Equipment Services
Fuel Coordinator
3325 West Durango St.
Phoenix Arizona 85009

Problems regarding billing or invoicing shall be directed to Accounts Payable, at (602) 506-4668 or (602) 506-2938. All invoices must clearly outline type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes. The County will pay for the actual (net) amount of fuel received.

2.8 DELIVERY OF TICKET:

The delivery ticket and one copy of the bill of lading shall be provided to the fuel coordinator. When deliveries are made to unattended sites, the delivery ticket and one copy of the bill of lading shall be faxed (602) -506-8730) the same day of the delivery. The delivery ticket shall provide: the contractor's name, address, type of fuel, grade of fuel and dip stick reading prior to unloading and following unloading shall be provided at the time of each delivery. The County shall only authorize payment for the actual (net) quantity of each delivery. The driver and agency personnel must sign and date the delivery ticket.

2.9 FUEL DELIVERY COORDINATION EFFORT:

Maricopa County Equipment Services Agency shall coordinate all delivery arrangements. The contact person within County Equipment Services Agency is Mario Galaz, Fuel Coordinator, at (602) 506-4481. All coordination efforts to include loading rack assignments and any necessary authorization, or notification shall be coordinated through this individual.

2.10 REQUIRED REPORTS:

The Contractor shall provide the OPIS weekly average figures by FAX to Equipment Services Agency (fax 602-506-8730) as reported on the Thursday close. A monthly summary of the product "delivered", by product type, is required by the 20th of the following month.

2.11 SAFETY STANDARDS:

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards, and any other applicable requirements.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the contract.

3.2 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.3 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by this Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.4 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposer without this capability may be considered non-responsive and not eligible for award consideration.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two - (2), one (1) year options. The Contractor shall be notified in writing by the Materials Manager, Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.5 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.6 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.7 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognize that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.8 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholding, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.10 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expense: (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, c injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, error: mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor c any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contract may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.11 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or an replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

Professional Liability. The Contractor retained by the County to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or service performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

4.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County, **upon request** with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy (ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

4.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) day prior written notice to the County. If a policy does expire during the life of the Contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All **requested** Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

4.14 PERFORMANCE BOND:

The successful Bidder will be required to furnish a Performance Bond in the amount of \$250,000.00 within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of Performance Bond. Contractors are requested to tender this bond on a document approved by the Arizona Department of Insurance. Any Contractor failing to supply a Performance Bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance Bond are to be identified with Bid Serial Number, Title and return address.

4.15 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.18 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.19 CONFORMANCE WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.20 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.21 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.22 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.23 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.24 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.25 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.26 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.27 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.28 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.29 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation For Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.29.1 Cancel the Contract, if it is currently in effect.

4.29.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.29.3 Take the necessary steps to collect any performance surety provided on the applicable Contract.

4.30 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.31 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.32 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

UNION DISTRIBUTING CO, 622 S 56TH AVENUE, PHOENIX, AZ 85043-4622

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

DELIVERY ARO (HOURS): 24 HOURS

MINIMUM LOADS: GASOLINE: 8600 DIESEL: 7400

COMPLIANCE WITH SECTION 2.2.12 (EXPLAIN CONTROL MECHANISM IN PLACE) MANDATORY:

PRODUCTS ARE LOADED FROM SEGREGATED TANKS AND DRIVERS "STICK" TANKS PRIOR TO DELIVERY TO
INSURE PROPER FUEL DELIVERIES.

NOTE: THE PRICES BID IN THIS SECTION **SHALL BE FOR DELIVERY ONLY AND SHALL NOT INCLUDE COST OF FUEL OR TAX.**
(PRICES STATED + OR - OPIS WILL BE ADDED TO THE OPIS ~~LOW~~ **ADVERAGE** RACK PRICE FOR DETERMINATION OF DELIVERED COST PER GALLON)
B0604560

ESTIMATED YEARLY USAGE				PRICE BASED ON PHOENIX RACK	
STORAGE SITES UNDERGROUND	TANK CAPACITY	UNLEADED	DIESEL	PLUS + OR MINUS - O.P.I.S.	U/M
				GAS	DIESEL
1. Phoenix, 3325 W. Durango	2-12,000 gallon	264,650	339,175	<u>\$ -.0041</u> -.0116 GAL	<u>\$+.0069</u> GAL
2. Phoenix, 120 S. 4th Ave	2-12,000 gallon	166,600	58,175	<u>\$ -.0041</u> -.0116 GAL	<u>\$+.0069</u> GAL
3. Mesa, 155 E. Coury	2-10,000 gallon	220,400	62,300	<u>\$ -.0009</u> -.0084 GAL	<u>\$+.0107</u> GAL
4. Surprise, 16821 N. Dysart Rd	2-12,000 gallon	107,900	210,235	<u>\$ -.0022</u> -.0097 GAL	<u>\$+.0093</u> GAL
5. Chandler, 100 E. German Rd	1-12,000 gallon	---	42,650	<u>\$ -----</u> +.0971 GAL	<u>\$+.0121</u> GAL
6. Paradise Valley, 17402 N. 40th	2-10,000 gallon	37,420	42,275	<u>\$ -.0009</u> -.0084 GAL	<u>\$+.0107</u> GAL
STORAGE SITES ABOVE GROUND					
7. Buckeye, 26449 W. MC85	2-2000 gallon	145,500	61,415	<u>\$ +.1046</u> +.0971 GAL	<u>\$+.1040</u> GAL
8. Chandler, 100 E. German Rd	1-2000 gallon	15,730	above	<u>\$ +.1046</u> +.0971 GAL	<u>\$+.1040</u> GAL
9. Estrella Mountain Park/Goodyear 6701 S. Duffer Drive, Goodyear	2-2000 gallon	7,100	375	<u>\$ +.0943</u> +.0971 GAL	<u>\$+.0937</u> GAL
10. Gila Bend, 303 E. Pima	1-2000 gallon	---	16,200	<u>\$ -----</u> +.0971 GAL	<u>\$+.1660</u> GAL
11. Lake Pleasant Regional Park, 41835 N. Castle Hot Springs Rd	2-2000 gallon	33,470	7,420	<u>\$ +.1094</u> +.0971 GAL	<u>\$+.1081</u> GAL

UNION DISTRIBUTING CO, 622 S 56TH AVENUE, PHOENIX, AZ 85043-4622

12. Bartlett Lake, Bartlett Rd, 8mi.
 East of Cave Creek Rd 1-500 gallon 4,450 --- \$ +.4268 +.0971 GAL \$ --- GAL

13. Split load delivery stop charge (define charges) (delivery of less than full loads to more than one location): \$ 35.00

Terms: Net 15

Federal Tax ID Number: 86-0556151

Telephone Number: (602) 272-6795

Fax Number: (602) 484-9038

Contact Person: ED CLARK

Vendor Number: 860556151 A

Contract Period: To cover period ending through April 30, 2003.